

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

National Association of Diversity Officers in
Higher Education, et. al.,

Plaintiffs,

v.

Donald J. Trump, in his official capacity as
President of the United States,

Defendant.

Civil Action No. 1:25-cv-333-ABA

DECLARATION OF ERNESTINA SIMMONS

I, Ernestina Simmons, declare as follows:

1. I am over eighteen years old, of sound mind, and fully competent to make this declaration. I also have personal knowledge of the factual statements contained herein.

2. I am the Director of the Mayor's Office of Homeless Services in Baltimore.

3. Overall, Baltimore was awarded approximately \$33 million under its renewed "Continuum of Care" Homeless Assistance Award (CoC Award), which is administered by the Department of Housing and Urban Development (HUD). The term of Baltimore's renewed CoC Award began in January 2025. Under the CoC Award, Baltimore supports projects that provide services to people without permanent housing.

4. Under the CoC Award, Baltimore plans to support projects performed by around 40 sub-recipients. Between these 40 sub-recipients, Baltimore's overall CoC Award will support around 1,600 households with rent and supportive services.

5. The start dates for Baltimore's sub-recipients' projects vary, and the terms of around nine sub-recipients' projects have already begun. Baltimore anticipates that these nine

projects will require \$10 million under the CoC Award, and that they will support around 450 households.

6. Baltimore is currently providing financial support to those sub-recipients under the CoC Award whose projects have already begun in anticipation of the renewed HUD grant agreements and funds Baltimore expected to receive in the ordinary course.

7. Around 5:30pm yesterday, HUD sent the first of the renewal grant agreements under the CoC Award related to Baltimore's sub-recipients' projects. The renewal grant agreements use identical wording, and differ from renewal agreements Baltimore has received under this award in the past.

8. A true and correct copy of the email HUD sent around 5:30pm yesterday is attached hereto as **Exhibit A**.

9. A true and correct copy of the renewal grant agreement attached to that email is attached hereto as **Exhibit B**.

10. The renewal grant agreements that HUD sent Baltimore yesterday govern the work of some of Baltimore's sub-recipients' ongoing projects.


11. Among other things, the renewal grant agreements HUD sent generally require that Baltimore agree its use of funds provided under the agreement and its operations of projects assisted by the grant funds "are governed by . . . all current Executive Orders" The terms also specifically require Baltimore to "certif[y] that it does not operate any programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws"

12. If Baltimore does not sign the renewal grant agreements, HUD will not reimburse the City for the expenses it has already incurred supporting sub-recipients' ongoing projects and the sub-recipients would not be able to operate their programs. All grant agreements under the CoC Award are awarded to the City of Baltimore.

13. And if Baltimore does not sign HUD's renewal grant agreements governing the work of the remaining sub-recipients under the CoC Award, Baltimore will not be able to receive funds or operate its programs under the CoC Award.

Under 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed: March 14, 2025

By: 

Ernestina Simmons
Director, Mayor's Office of Homeless
Services
City of Baltimore